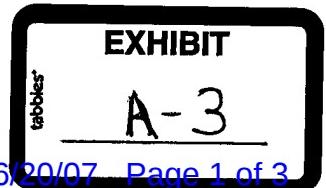


Exhibit 3



affiliates, to review your Account including for the purposes of determining its eligibility for Preferred rates and of establishing the Non-Preferred rates that may apply to your Account.

- **Special Rates.** The portion of the "Special Rates" section of your Agreement that describes how you may lose a special interest rate or a regular interest rate will be revised as follows: "Any special rate offered to you may change to your regular Preferred Pricing rate if you fail to make any required minimum payment on your Account by the Payment Due Date. Any special rate offered to you or any regular Preferred Pricing rate may change to your Non-Preferred rate if you fail to meet the conditions of the "Preferred Customer Pricing Eligibility" section of this Agreement." The remainder of this section is unchanged.
- **Grace period for Purchases and Payments.** The grace period when you can avoid periodic rate Finance Charges on Purchases and late payment fees for past due payments will be changed to be no less than 20 days. To avoid Purchases periodic rate Finances Charges and late payment fees, your payment of the required amount must reach us by the required time on the Payment Due Date shown on your monthly statement and must be in accordance with any payment instructions. Please refer to your Agreement and monthly statements for details.
- **Overlimit Fee.** The Overlimit Fee in your Agreement, which applies if your total Account balance is over your credit line at the end of a billing cycle, will be changed as follows. When regular or promotional interest rates are in effect and appear on your monthly statement, this fee will be the same as it is under your existing Account terms. However, the fee will be \$35 when the Non-Preferred interest rate is in effect and appears on your monthly statement, which occurs when your Account is not in good standing under the conditions described in the "Preferred Customer Pricing Eligibility" section of your Agreement.
- **Stop Payment Fee.** The "Stop Payment Fee" section of your Agreement will be amended so that this fee may be charged for any stop payment with respect to Balance Transfers on your Account. The first sentence in this section will be as follows: "You will be charged the fee disclosed in your Agreement for each request you make for us to stop payment on a Check, Balance Transfer Check or other form of Advance or Balance Transfer that we make on your behalf or to cancel a stop payment request." The remainder of this

section is unchanged, and this fee will be \$29.

Your rights regarding the changes you can choose not to accept.

The changes described in this Notice which you can choose not to accept will not become effective if you send us a written letter that you choose not to accept them, in which case your Account will be closed to further use (if it is not already closed). We must receive this letter no later than April 25, 2003. In your letter please include your name, address, account number and a statement that you do not want those changes to apply to your Account. Your letter must be mailed to Chase Manhattan Bank USA, N.A., P.O. Box 15006, Wilmington, DE, 19850-9942. If your letter is received by April 25, 2003, those changes will not apply to your Account and you must pay off any outstanding balances on your Account under your applicable Account terms.

Please retain this Notice for your records.

March, 2003

CCSIO319

CHANGE IN TERMS NOTICE

We would like to explain certain changes in the terms of your Cardmember Agreement ("Agreement"). Some of the terms in this Notice may already be in effect on your Account. Any terms on your Account not changed here remain in effect. The changes described below will take effect for billing cycles ending May 1, 2003 and thereafter. The changes will apply for all existing and future balances on your Account. Please read below about your right to choose not to accept certain changes described in this Notice.

The following changes will apply automatically to your Account.

- **Arbitration.** Section 5 entitled "Costs" in the Arbitration portion of your Agreement will be amended to clarify the costs that will be paid or advanced in connection with any arbitration hearing involving your Account. That section will be as follows:

5. Costs. We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of that hearing. The payment of any such hearing fees by us will be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

- **Electronic collection of checks.** The "Payments" section of your Agreement will be amended to include a

new provision regarding our collecting your payment checks electronically from your bank. The new provision will begin as follows:

We reserve the right to electronically collect your eligible payment checks, at first presentation and any representation, from the bank account on which the check was drawn. Our receipt of your payment check is your authorization for us to collect the amount of the check electronically, or if needed by a draft drawn against the bank account. Checks will be collected electronically by sending the check amount along with the check, routing and account numbers to your bank. Your bank account may be debited as early as the same day we receive your payment. The original check will be destroyed and an image will be maintained in our records.

* **Returned Payment Fee.** The "Returned Payment Fee" section of your Agreement will be revised to clarify that this fee can be charged for any form of payment that is returned to us. That section will be as follows:

You will be charged the fee disclosed in your Agreement for each check or any other form of payment which is returned to us or which we cannot process under our normal operating procedures.

* **Expedited Payment Fee.** The Immediate Phone Payment Fee described in your Agreement will be renamed, and may be referred to as the "Expedited Payment Fee". This fee may be charged for payments that we make on your behalf.

The following changes will apply to your Account unless you choose not to accept them as described later in this Notice.

* **Regular Preferred Interest rate for Advances:** The regular Preferred interest rate for Advances will be changed to equal a variable rate of the Prime Rate Index plus 14.99%, with a minimum rate of a nominal ANNUAL PERCENTAGE RATE of 19.99% (daily periodic rate of .05477%). The Variable Rate section of your Agreement applies to this rate. The Prime Rate Index is the highest Prime Rate published in the "Money Rates" table of *The Wall Street Journal* on the last business day of each calendar month. The new regular Preferred rate for Advances may vary based on changes in the Prime Rate Index, subject to the minimum rate. Based on the current Prime Rate Index,

we estimate that as of the effective date of this change your new regular Preferred rate for Advances will be the minimum rate (19.99% APR).

* **Regular Preferred Interest rate for Advances not changed for certain accounts.** If your current regular Preferred interest rate for Advances is a variable rate that is higher than the Prime Rate Index plus 14.99%, or if it is a fixed rate that is higher than 19.99% ANNUAL PERCENTAGE RATE, then the new regular Preferred interest rate for Advances will not apply to your Account and your current regular Preferred interest rate for Advances will remain in effect.

* **Non-Preferred Interest rates.** The Non-Preferred interest rate on your Account will be charged to equal a variable rate of up to the sum of the Prime Rate Index (described above) and 19.99%. The Non-Preferred rate applies to all balances on your Account when it is not in good standing under the conditions described in the "Preferred Customer Pricing Eligibility" section of your Agreement. The Variable Rate section of your Agreement applies to the Non-Preferred rate, and the rate may vary based on changes in the Prime Rate Index. Based on the current Prime Rate Index, we estimate that as of the effective date of this change your new Non-Preferred rate will be a nominal ANNUAL PERCENTAGE RATE of 24.24% (daily periodic rate of .06641%).

* **Preferred Customer Pricing Eligibility.** The "Preferred Customer Pricing Eligibility" section of your Agreement will be revised to provide that if you lose Preferred rates and then meet the required conditions for the requisite cure period, your Account may be eligible for reduced Non-Preferred rates or Preferred rates on new transactions. Historical information that precedes this change may be used to determine whether or not your Account meets the conditions of the revised section. This section will be revised to read as follows:

Preferred Customer Pricing Eligibility. Your Account will be reviewed every month on your Statement Closing Date to determine its continued eligibility for the Preferred or Non-Preferred rates. On each monthly review, we may change your interest rates and impose a Non-Preferred rate up to the maximum Non-Preferred rate (subject to any minimum rate) described in your Agreement for each occurrence when you do not meet the conditions described below

to be eligible for Preferred rates. Any changes in your interest rates as a result of the monthly reviews for Preferred or Non-Preferred rates will be effective with the billing cycle ending on the review date.

To be eligible for Preferred rates, the following conditions must be met as of the review date: you have made at least the required minimum payments when due on your Account and on all other loans or accounts with us and your other creditors; the credit limit on your Account has not been exceeded; and any payment on your Account has not been returned unpaid.

If you do not meet all of these conditions, then you will be in default under this Agreement and your Account may lose its Preferred rates. In this event, a

Non-Preferred rate up to the maximum Non-Preferred rate (subject to any minimum rate) will apply to all existing and new balances on your Account, and these balances will remain subject to a Non-Preferred rate until they are paid in full. When we review your Account in subsequent monthly reviews, we may determine to charge reduced Non-Preferred rates or reevaluate Preferred rates for new Purchases, new Balance Transfers and new Advances if, for a time period not to exceed 12 months, the following conditions are met: your Account is open, you have made the required minimum payments when due on your Account and on all other loans or accounts with us and your other creditors, the credit limit on your Account has not been exceeded and any payment on your Account has not been returned unpaid. Notwithstanding the above, we may waive our rights, such as our right to enforce a Non-Preferred rate on existing and new balances until paid in full or to enforce any minimum Non-Preferred rate. However, if we do waive any of our rights and there is another occurrence when you do not meet the conditions described above to be eligible for Preferred rates, we may again impose a Non-Preferred rate up to the maximum Non-Preferred rate (subject to any minimum rate) on all existing and new balances until they are paid in full.

We may obtain consumer credit reports from credit bureaus on you at any time in the future. We may use the reports and their contents, as well as information about your Account including its payment and/or usage history and your other relationships with us and our